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### USE AND ACCESS EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Sandra J. and Daniel A. Crane having their principal address at 6 Radcliffe Drive, Pelham, New Hampshire 03076 (hereinafter called the "Grantor"), for consideration paid, Grants to **Pennichuck East Utility, Inc.**, a New Hampshire Corporation having its principal place of business at 4 Water Street in the City of Nashua, Hillsborough County, State of New Hampshire, 03061, and its successors and assigns forever (together hereinafter called the "Grantee"), with WARRANTY COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a portion of a certain tract of land of the Grantor known as Lot 12-122, Map 23 in the Town of Pelham, County of Hillsborough, State of New Hampshire, said lot being located on the southerly side of said Vassar Drive and northerly of Radcliffe Drive and being further described in a deed recorded in the Rockingham County Registry of Deeds at Book 5658, Page 365, (the "Land"), the easement area being more particularly bounded and described as follows ("Easement Area"):

Beginning at a point at the Northwesterly corner of land of Felix E. and Josette D. Quintal, being the northeasterly corner of land of Daniel A. and Sandra J. Crane and said point being 210.00 feet northerly of Radcliffe Drive; thence

S 09°47' 00" E, a distance of 32.47 Feet by said land of Quintal to a point; thence

S 80° 13' 00" W, a distance of 26.01 feet to a point; thence

N 23° 10' 07" W, a distance of 33.38 feet to a point at land of Robert and Kathleen Saitow; thence

N 80° 13' 00" E, a distance of 33.74 feet by said land of Saitow and land of said Quintal to the point of beginning.

Said easement contains 970 SF and is shown on a plan entitled "Easement Plan, Lot 12-122, Map 23, 6 Radcliffe Drive, Pelham, New Hampshire" prepared for Pennichuck East Utilities, Inc. Record Owner: Sandra J. and Daniel A. Crane, and recorded in the Rockingham Registry of Deeds as Plan \_\_\_\_\_, contemporaneously with this deed (the "Plan"),

Grantor, conveys to Grantee the perpetual and exclusive right within the Easement Area

to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment, pump houses, storage facilities, tanks, mains, and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances as the Grantee may from time to time desire for water distribution purposes.

This conveyance shall include the right of access from, to and across said Easement Area for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Easement Area, provided that the said Easement Area shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Land as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Easement Area when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Easement Areas to provide service to buildings thereon.

The Grantor, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the Easement Area, or plant or permit to be planted any trees, shrubs or other vegetation over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Easement Area as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor on other portions of the Land which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantor will install reasonable shoring at its own costs and expense or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantor will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

Grantee will not unreasonably withhold its consent to Grantor's request from time to time for changes in the location of said pipes or other equipment, provided that Grantor, its successors or assigns, shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

IN WITNESS WHEREOF, Sandra J. and Daniel A. Crane have caused this Easement

Deed to be executed, being hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By: \_\_\_\_\_  
Sandra J. Crane

By: \_\_\_\_\_  
Daniel A. Crane

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, personally appeared Sandra J. Crane, duly authorized, and acknowledged that she executed the foregoing for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, personally appeared Daniel A. Crane, duly authorized, and acknowledged that he executed the foregoing for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

SUBORDINATION

FOR VALUE RECEIVED, \_\_\_\_\_, holder of a Mortgage, Security Agreement, Lease Assignment and Financing Statement from \_\_\_\_\_ to \_\_\_\_\_, dated \_\_\_\_\_ and recorded in the Hillsborough County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Mortgage"), hereby subordinates the Mortgage to the within Easement Deed, the Mortgage to otherwise remain in full force and effect.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its:

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of \_\_\_\_\_ and that he/she, as such \_\_\_\_\_, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires: